

STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.
0 Valuation of Security 0 Assumption of Executory Contract or Unexpired Lease 0 Lien Avoidance

Last revised: August 1, 2020

**UNITED STATES BANKRUPTCY COURT
District of New Jersey**

In Re: **Karen L Waldorf**

Case No.: **19-13417**
Judge: _____

Debtor(s)

CHAPTER 13 PLAN AND MOTIONS

Original
 Motions Included

Modified/Notice Required
 Modified/No Notice Required

Date: **9-15-2020**

THE DEBTOR HAS FILED FOR RELIEF UNDER
CHAPTER 13 OF THE BANKRUPTCY CODE.

YOUR RIGHTS MAY BE AFFECTED

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the *Notice*. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

THIS PLAN:

DOES DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

DOES DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

DOES DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney _____ Initial Debtor: **KLW** _____ Initial Co-Debtor _____

Part 1: Payment and Length of Plan

a. The Debtor has paid \$5,345.00 into the Plan and the debtor shall pay \$335.00 Monthly to the Chapter 13 Trustee, starting on October 1, 2020 for approximately 41 months.

b. The debtor shall make plan payments to the Trustee from the following sources:

Future Earnings
 Other sources of funding (describe source, amount and date when funds are available):

c. Use of real property to satisfy plan obligations:

Sale of real property
Description: _____
Proposed date for completion: _____

Refinance of real property:
Description: _____
Proposed date for completion: _____

Loan modification with respect to mortgage encumbering property:
Description: _____
Proposed date for completion: _____

d. The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e. Other information that may be important relating to the payment and length of plan:

Part 2: Adequate Protection

NONE

a. Adequate protection payments will be made in the amount of \$____ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to ____ (creditor).

b. Adequate protection payments will be made in the amount of \$____ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: ____ (creditor).

Part 3: Priority Claims (Including Administrative Expenses)

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
ROBERT C. NISENSON	ATTORNEYS FEES	2,300

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:
Check one:

None

The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
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Part 4: Secured Claims

a. Curing Default and Maintaining Payments on Principal Residence: NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
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WELLS FARGO 2ND MORTGAGE 7,872.00 7,872.00

b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears: NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
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c. Secured claims excluded from 11 U.S.C. 506: NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation
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d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments NONE

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

**NOTE: A modification under this section ALSO REQUIRES
the appropriate motion to be filed under Section 7 of the Plan.**

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to Be Paid
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-NONE-				
2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.				
e. Surrender <input checked="" type="checkbox"/> NONE				
Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C. 1301 be terminated in all respects. The Debtor surrenders the following collateral:				
Creditor		Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt
f. Secured Claims Unaffected by the Plan <input type="checkbox"/> NONE				
The following secured claims are unaffected by the Plan:				
Creditor				
WELLS FARGO APPROVED LOAN MODIFICATION				
g. Secured Claims to be Paid in Full Through the Plan <input checked="" type="checkbox"/> NONE				
Creditor		Collateral	Total Amount to be Paid through the Plan	
Part 5: Unsecured Claims <input type="checkbox"/> NONE				
a. Not separately classified allowed non-priority unsecured claims shall be paid:				
<input type="checkbox"/> Not less than \$____ to be distributed <i>pro rata</i>				
<input type="checkbox"/> Not less than ____ percent				
<input checked="" type="checkbox"/> <i>Pro Rata</i> distribution from any remaining funds				
b. Separately classified unsecured claims shall be treated as follows:				
Creditor		Basis for Separate Classification	Treatment	Amount to be Paid
Part 6: Executory Contracts and Unexpired Leases <input type="checkbox"/> NONE				
(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)				
All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:				
Creditor		Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor
TOYOTA MOTOR LEASE		359.00	car lease	assumed
Post-Petition Payment \$359.00				
Part 7: Motions <input checked="" type="checkbox"/> NONE				
NOTE: All plans containing motions must be served on all affected lienholders, together with local form, <i>Notice of Chapter 13 Plan Transmittal</i>, within the time and in the manner set forth in D.N.J. LBR 3015-1. A Certification of Service, <i>Notice of Chapter 13 Plan Transmittal</i> and valuation must be filed				

with the Clerk of Court when the plan and transmittal notice are served.

a. Motion to Avoid Liens under 11 U.S.C. Section 522(f). NONE

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided
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b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured. NONE

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified
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c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured. NONE

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured
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Part 8: Other Plan Provisions

a. Vesting of Property of the Estate

- Upon Confirmation
- Upon Discharge

b. Payment Notices

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

c. Order of Distribution

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee Commissions
- 2) Other Administrative Claims
- 3) Secured Claims
- 4) Lease Arrearages
- 5) Priority Claims
- 6) General Unsecured Claims

d. Post-Petition Claims

The Standing Trustee is, is not authorized to pay post-petition claims filed pursuant to 11 U.S.C.

Section 1305(a) in the amount filed by the post-petition claimant.

Part 9: Modification NONE

NOTE: Modification of a plan does not require that a separate motion be filed. A modified plan must be served in accordance with D.N.J. LBR 3015-2.

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: 3-4-2019.

Explain below why the plan is being modified: WELLS FARGO APPROVED LOAN MODIFICATION	Explain below how the plan is being modified: WELLS FARGO APPROVED LOAN MODIFICATION
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Are Schedules I and J being filed simultaneously with this Modified Plan? Yes No

Part 10 : Non-Standard Provision(s): Signatures Required

Non-Standard Provisions Requiring Separate Signatures:

NONE

Explain here:

Any non-standard provisions placed elsewhere in this plan are ineffective.

Signatures

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to *Local Form, Chapter 13 Plan and Motions*, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: September 15, 2020

/s/ Karen L Waldorf

Karen L Waldorf

Debtor

Date: _____

Joint Debtor

Date September 15, 2020

/s/ Robert C. Nisenson

Robert C. Nisenson 6680

Attorney for the Debtor(s)

In re:
Karen L Waldorf
Debtor

Case No. 19-13417-CMG
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0312-3

User: admin
Form ID: pdf901

Page 1 of 2
Total Noticed: 43

Date Rcvd: Sep 16, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 18, 2020.

db +Karen L Waldorf, 22 Magnolia Court, Piscataway, NJ 08854-2299
cr +Stark & Stark, P.C., 993 Lenox Drive, Building 2, Lawrenceville, NJ 08648-2316
lm +Wells Fargo Bank, N.A., P.O. Box 10335, Des Moines, IA 50306-0335
518156983 American Express National Bank, c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
518036644 +Amex, Correspondence/Bankruptcy, Po Box 981540, El Paso, TX 79998-1540
518036645 +Bank Of America, 4909 Savarese Circle, Fl1-908-01-50, Tampa, FL 33634-2413
518173962 +Bank of America, N.A., P O Box 982284, El Paso, TX 79998-2284
518036647 +Citi/Sears, Citibank/Centralized Bankruptcy, Po Box 790034, St Louis, MO 63179-0034
518204870 +Citibank, N.A., 701 East 60th Street North, Sioux Falls, SD 57104-0493
518036648 +Costco Go Anywhere Citicard, Citicorp Credit Services/Centralized Ban, Po Box 790040, St. Louis, MO 63179-0040
518395192 +Eric Waldorf, Law Office of Scott J Goldstein, LLC, 280 West Main Street, Denville, NJ 07834-1233
518066259 +Hunterdon Medical Center, 2100 Wescott Dr, Flemington, NJ 08822-4604
518064960 +Plantation Resort, 1250 Highway 17 North, Myrtle Beach, SC 29575-6006
518036652 +Stark & Stark, 993 Lenox Dr Building 2, Lawrence Township, NJ 08648-2316
518197828 +Stark & Stark, P.C., Attn: Thomas S. Onder, Esq., 993 Lenox Drive, Bldg. 2, Lawrenceville, NJ 08648-2316
518064190 +TD Bank N.A., Richard J Tracy III, Esq., 30 Montgomery Street, Suite 1205, Jersey City, NJ 07302-3835
518062898 +TD Bank, N.A., Payment Processing, PO Box 16029, Lewiston, ME 04243-9507
518036655 ++TOYOTA MOTOR CREDIT CORPORATION, PO BOX 8026, CEDAR RAPIDS IA 52408-8026
(address filed with court: Toyota Motor Credit, PO Box 8026, Cedar Rapids, IA 52408)
518103876 +Toyota Lease Trust, c/o Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013
518142244 U.S. Bank NA dba Elan Financial Services, Bankruptcy Department, PO Box 108, St Louis, MO 63166-0108
518036649 ++US BANK, PO BOX 5229, CINCINNATI OH 45201-5229
(address filed with court: Elan Financial Service, Attn: Bankruptcy, 4801 Frederica Street, Owensboro, KY 42301)
518036657 ++WELLS FARGO BANK NA, 1 HOME CAMPUS, MAC X2303-01A, DES MOINES IA 50328-0001
(address filed with court: Wells Fargo Bank, Attn: Bankruptcy Dept, Po Box 6429, Greenville, SC 29606)
518214014 Wells Fargo Bank, N.A., Default Document Processing, MAC# N9286-01Y, 1000 Blue Gentian Road, Eagan, MN 55121-7700
518213983 Wells Fargo Bank, N.A., Default Document Processing, N9286-01Y, 1000 Blue Gentian Road, Eagan, MN 55121-7700
518144272 Wells Fargo Bank, N.A., Attn: Default Document Processing, MAC# N9286-01Y, 1000 Blue Gentian Road, Eagan, MN 55121-7700
518135930 +Wells Fargo Bank, N.A., Small Business Lending Division, P.O. Box 29482, Phoenix AZ 85038-9482
518036658 +Wells Fargo Hm Mortgag, Po Box 10335, Des Moines, IA 50306-0335

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

smg E-mail/Text: usanj.njbankr@usdoj.gov Sep 17 2020 00:18:40 U.S. Attorney, 970 Broad St., Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534
smg +E-mail/Text: ustpregion03.ne.ecf@usdoj.gov Sep 17 2020 00:18:39 United States Trustee, Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100, Newark, NJ 07102-5235
518036646 +E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Sep 17 2020 00:20:32 Capital One, Attn: Bankruptcy, Po Box 30285, Salt Lake City, UT 84130-0285
518173187 +E-mail/PDF: EBN_AIS@AMERICANINFOSOURCE.COM Sep 17 2020 00:21:38 Capital One Bank (USA), N.A., 4515 N Santa Fe Ave, Oklahoma City, OK 73118-7901
518579178 E-mail/PDF: resurgentbknotifications@resurgent.com Sep 17 2020 00:19:58 LVNV Funding LLC, PO Box 10587, Greenville, SC 29603-0587
518579179 E-mail/PDF: resurgentbknotifications@resurgent.com Sep 17 2020 00:19:58 LVNV Funding LLC, PO Box 10587, Greenville, SC 29603-0587, LVNV Funding LLC, PO Box 10587, Greenville, SC 29603-0587
518200462 E-mail/PDF: resurgentbknotifications@resurgent.com Sep 17 2020 00:19:59 LVNV Funding, LLC, Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587
518710246 E-mail/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com Sep 17 2020 00:20:39 Portfolio Recovery Associates, LLC, PO Box 41067, Norfolk, VA 23541
518710247 E-mail/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com Sep 17 2020 00:19:54 Portfolio Recovery Associates, LLC, PO Box 41067, Norfolk, VA 23541, Portfolio Recovery Associates, LLC, PO Box 41067, Norfolk, VA 23541
518199889 E-mail/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com Sep 17 2020 00:20:40 Portfolio Recovery Associates, LLC, c/o Amazon.com Store Card, POB 41067, Norfolk VA 23541
518036651 +E-mail/Text: Bankruptcy@pinnaclefcu.com Sep 17 2020 00:18:12 Pinnacle Fed Cr Un, 135 Raritan Center Pkwy, Edison, NJ 08837-3645
518216992 +E-mail/Text: bncmail@w-legal.com Sep 17 2020 00:18:45 SYNCHRONY BANK, c/o Weinstein & Riley, PS, 2001 Western Ave., Ste 400, Seattle, WA 98121-3132

District/off: 0312-3

User: admin
Form ID: pdf901

Page 2 of 2
Total Noticed: 43

Date Rcvd: Sep 16, 2020

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center
(continued)

518039643 +E-mail/PDF: gecscedi@recoverycorp.com Sep 17 2020 00:19:39 Synchrony Bank,
c/o of PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021
518539337 +E-mail/PDF: gecscedi@recoverycorp.com Sep 17 2020 00:20:23 Synchrony Bank,
c/o PRA Receivables Management, LLC, PO Box 41021, Norfolk VA 23541-1021
518036653 +E-mail/PDF: gecscedi@recoverycorp.com Sep 17 2020 00:19:41 Synchrony Bank/Amazon,
Attn: Bankruptcy, Po Box 965060, Orlando, FL 32896-5060
518036654 E-mail/Text: bankruptcy@td.com Sep 17 2020 00:18:41 TD Bank, N.A., 32 Chestnut Street,
Po Box 1377, Lewiston, ME 04243

TOTAL: 16

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

518036650 Financial Resources Fc
518189381* +Toyota Lease Trust, c/o Toyota Motor Credit Corporation, PO Box 9013,
Addison, Texas 75001-9013
518036656* ++US BANK, PO BOX 5229, CINCINNATI OH 45201-5229
(address filed with court: US Bank/RMS CC, Attn: Bankruptcy, Po Box 5229,
Cincinnati, OH 45201)
cr ###+Eric Waldorf, 803 5th Street, Union Beach, NJ 07735-2825
518360524 ###+Eric A. Waldorf, 803 5th Street, Union Beach, NJ 07735-2825

TOTALS: 1, * 2, ## 2

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address
pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

Addresses marked '##' were identified by the USPS National Change of Address system as undeliverable. Notices
will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The
debtor's attorney or pro se debtor was advised that the specified notice was undeliverable.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner
shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social
Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required
by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 18, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email)
system on September 15, 2020 at the address(es) listed below:

Albert Russo on behalf of Trustee Albert Russo docs@russotrustee.com
Albert Russo docs@russotrustee.com
Denise E. Carlon on behalf of Creditor Toyota Motor Credit Corporation
dcarlon@kmllawgroup.com, bkgroup@kmllawgroup.com
Elizabeth L. Wassall on behalf of Creditor Wells Fargo Bank, N.A. ewassall@logs.com,
njbankruptcynotifications@logs.com
Kevin Gordon McDonald on behalf of Creditor Toyota Motor Credit Corporation
kmcdonald@kmllawgroup.com, bkgroup@kmllawgroup.com
Robert C. Nisenson on behalf of Debtor Karen L Waldorf r.nisenson@rcn-law.com,
doreen@rcn-law.com;g2729@notify.cincompass.com;nisensonrr70983@notify.bestcase.com
Scott J. Goldstein on behalf of Creditor Eric Waldorf sjg@sgoldsteinlaw.com,
cmeef.sgoldsteinlaw@gmail.com;notices@uprightlaw.com;G31979@notify.cincompass.com
Thomas S. Onder on behalf of Creditor Stark & Stark, P.C. tonder@stark-stark.com
U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov
William M.E. Powers on behalf of Creditor Wells Fargo Bank, N.A. ecf@powerskirkn.com
William M.E. Powers, III on behalf of Creditor Wells Fargo Bank, N.A. ecf@powerskirkn.com

TOTAL: 11